

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
EMERGENCY MANAGEMENT TELECOMMUNICATIONS, INC.  
FOR  
EMERGENCY NOTIFICATION SYSTEM  
RFP 10-0612**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Emergency Management Telecommunications, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposal (RFP), #10-0612, for provision of an Emergency Notification System in conjunction with the COUNTY's needs; and

**WHEREAS**, CONTRACTOR desires to provide such system subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Work**

**2.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide all labor, materials, equipment, transportation, coordination and incidentals necessary to provide and install a hosted Emergency Notification System for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein as Exhibit A, and in accordance with the CONTRACTOR's Technical Proposal, dated May 26, 2010, which is incorporated herein by reference.

**2.2** This Agreement shall commence on the date of approval of the Agreement by the Board of County Commissioners, or designee. The Agreement term is five (5) years, and the Agreement prices shall prevail for the full duration of the Agreement term unless otherwise indicated elsewhere in this Agreement.



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2.3 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY for the purpose of implementing the emergency notification system.

2.4 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement after thirty (30) days notice to cure and the Contractor fails to cure within said time frame, and the County will not be responsible for paying for any such nonconforming services.

2.5 The CONTRACTOR shall ensure and warrant that all services are provided in consonance with industry standards.

2.6 Both parties shall designate in writing a representative to whom all communications pertaining to the day-to-day conduct of the work under this Agreement shall be addressed. The designated COUNTY representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work under this Agreement. The designated CONTRACTOR representative shall have the authority to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to the Agreement.

2.7 Upon expiration or termination of this Agreement as provided herein, all electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR pursuant to this Agreement shall be the property of the COUNTY and shall be turned over to the COUNTY or a contractor designated by the COUNTY upon request. CONTRACTOR proprietary information shall not be included in the above. For the purposes of this Agreement, CONTRACTOR proprietary information shall be any and all electronic files, programs, coding, operational charts, schematics, design manuals, or other information either in hard copy or electronic format which address the OutReach system licensed to the COUNTY for the term of this Agreement.

### Article 3. Payment

3.1 The COUNTY shall pay CONTRACTOR for the professional services received and accepted by the COUNTY a total payment for the Agreement term of **One Hundred Twenty-Nine Thousand Nine Hundred Ninety-Five and No/100 Dollars (\$129,995.00)**, in accordance with CONTRACTOR's Pricing Proposal, attached hereto and incorporated herein as **Exhibit B**.

3.2 CONTRACTOR shall submit invoices by the tenth (10th) calendar day of each month to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778. The invoices shall reflect the type of service provided to the COUNTY in the prior month. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, a detailed description of the services provided including call and other system usage, any charges for system calls or text in excess of call allocation, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Acceptance of the emergency notification system shall mean upon full installation and implementation of the system. Failure



to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated.

**3.3** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

**3.4** Other than the payments set forth in Exhibit B or otherwise provided herein, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**3.5** COUNTY shall receive 200,000 free thirty (30) second phone messages per year for the full term of this agreement, including any renewal options exercised, to be utilized during each year. If the 200,000 calls are utilized prior to the end of the then-current agreement year, phone charges will be calculated at a rate \$.10 for the first thirty (30) seconds and \$.02 per additional six (6) second increments. COUNTY will receive a statement each month identifying the call transactions in accordance with the pricing proposal herein. The credit balance, if any, will be provided each month until the credit balance = 0, at which time COUNTY will be charged for calls in accordance with the same pricing proposal. If the SMS test message option is elected, message costs are calculated at \$.10 per SMS message up to a maximum of 165 characters independent of time. The Optional Short Code insures delivery against SPAM filtering. SMTP Text (E-mail to computer and phone) will be delivered at no charge to the COUNTY.

**3.6** System delivery by the CONTRACTOR shall be in accordance with the System Implementation Schedule, attached hereto and incorporated herein as Exhibit C. The schedule assumes that there will not be any delays or failures to provide services resulting from accidents, fires, labor disputes, electricity shortages, utility failure, acts of terrorism, acts of God or nature, or any other causes beyond the immediate control of CONTRACTOR.

#### **Article 4. Special Terms and Conditions**

**4.1** Qualifications. Firms or individuals shall have obtained at least the minimum thresholds of education and professional experience required to perform the services contained herein.

**4.2** Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work or service hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision.



Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**4.3 Subletting of Contract.** This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

**4.4 Indemnity.** CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONTRACTOR, its agents, employees, or representatives, in the performance of CONTRACTOR's duties set forth in this Agreement.

**4.5 Independent Contractor.** CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**4.6 Acceptance of Goods and Services.** Any goods and/or service(s) rendered under this Agreement shall remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the



returned item, ordering re-performance of service or the termination of the Agreement for default. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

Additionally, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

#### **4.7 Public Records/Copyrights.**

A. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY user department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

**4.8 Right to Audit.** The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**4.9 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.



**4.10 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**4.11 Prohibition Against Contingent Fees.** CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**4.12 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement, other than computer software developed by the CONTRACTOR and all associated drawings, files, design materials and other documentation pertaining to the OutReach software running the notification system, which is only licensed to the COUNTY for the term of the Agreement. CONTRACTOR may keep copies of all work product for its records.

**4.13 Retaining Other Contractors.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Any proprietary information belonging to the CONTRACTOR shall not be provided or disclosed to third parties.

**4.14 Correction of Deficiencies in the Work.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, promptly correct or revise any errors, omissions or other deficiencies in its work, and/or any work that fails to conform to the contract documents regardless of project completion status. Any corrections shall be made within thirty (30) calendar days after such rejected defects, deficiencies or non-conformances are verbally reported to the CONTRACTOR by the COUNTY, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within thirty (30) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place the CONTRACTOR in default, obtain the services of another contractor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final



payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**4.15 Ownership of Deliverables.** Upon completion of and payment for a task CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**4.16 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation certificate.

**4.17 Warranty.** CONTRACTOR agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable products and services, and the rights and remedies provided herein are in addition to said warranty. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR under this agreement, shall be new, warranted for their merchantability, and fit for a particular purpose.

**4.18 Training Manuals to be Provided.** The CONTRACTOR shall supply the COUNTY with a minimum of four (4) comprehensive training manuals which describe the appropriate use of the equipment purchased by the COUNTY in conjunction with this agreement. The manuals shall be supplied prior to, or upon delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the COUNTY.

**4.19 Grant Funding.** This agreement is being supported in whole or in part by Federal funding, i.e., FEMA – Hazard Mitigation Grant Program (HMGP). Therefore, this Agreement incorporates and includes all provisions related to various specific federal grant requirements. The grant requirements and provisions may be found at <http://www.fema.gov/government/grant/hmgrp>.



**4.20 Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

## **Article 5. General Conditions**

**5.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**5.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**5.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**5.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**5.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**5.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**5.7** During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**5.8** CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

**5.9** The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.



**5.10** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**5.11** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:  
Mitch Auerbach, CEO  
Emergency Management  
Telecommunications, Inc.  
445 Pineda Court  
Melbourne, Florida 32940

If to COUNTY:  
County Manager  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

cc: Emergency Management Division

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### Article 6. Scope of Agreement

**6.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**6.2** This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Pricing Proposal
Exhibit C	Implementation Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 7<sup>th</sup> day of Sept., 2010 and by CONTRACTOR through its duly authorized representative.



CONTRACTOR

EMERGENCY MANAGEMENT  
TELECOMMUNICATIONS, INC.

Mitch Ayerbach  
Name: [Signature]  
Title: CEO

This 18<sup>th</sup> day of August, 2010.

COUNTY

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]  
Neil Kelly, Clerk of the Board  
of County Commissioners of  
Lake County, Florida

[Signature]  
Welton G. Cadwell, Chairman

This 7<sup>th</sup> day of Sept., 2010.

Approved as to form and legality:

[Signature]  
Melanie N. Marsh  
Acting County Attorney

## **EXHIBIT A**

### **Scope of Services**

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#### **SCOPE OF SERVICES**

Background: The Department of Public Safety, Emergency Management Division currently uses the Reverse 911® Emergency Notification System (ENS) to send out voice messages to individuals/organizations within Lake County during times of emergency. The system is cumbersome to use and requires significant time of Emergency Management staff to properly maintain.

Services Required: Contractor will be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary to provide and install a hosted Emergency Notification System (ENS) that will transmit messages via multiple modes of communication. Bidders must address all aspects of the Scope of Services in their proposal. The following are a minimum the successful bidder shall provide:

I. ADA COMPLIANCE

- A. Be able to communicate to hard-of-hearing population via TDD/TTY.
- B. The Emergency Notification System (ENS) should be capable of recognizing a TDD/TTY number(s) in the selected list and/or geo-coded mapping program and indicate to the user the amount of TDD/TTY numbers to be contacted.

II. OPERATIONAL CAPABILITIES

- A. The ENS must be easy to use.
  - 1. The ENS design should prompt user through set-up and launching of message(s).
  - 2. The ENS should have user guides that provide simple, straight-forward directions to use all modes of communication.
- B. The ENS should have a "quick launch or single page" feature that allows user(s) to send messages rapidly and efficiently.
- C. The ENS should be able to communicate via phone, Short Message Service (SMS), email, fax, pager and TDD/TTY.
- D. The ENS should have the capability to send multi-modal messages to selected geographic areas and lists simultaneously.
- E. The ENS should have the ability to receive information from message recipients to verify receipt of messages and allow recipients to send information back to user. For example, a single resource or team can provide back to user an estimated time of arrival.

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- F. The ENS must provide a precise geo-coded mapping program that allows the user to communicate with individual/organizations in selected area(s).
  - G. The ENS must allow user to create and implement contact list(s).
  - H. The ENS must have the capability for message recipients to call back the telephone number that appears on Caller I.D.
    - 1. It is preferable for message recipients to be able to call back number on Caller I.D. and hear a repeat of message sent.
    - 2. It is preferable for "call back" capabilities to be able to handle large volume of calls.
  - I. The ENS should offer text to speech capabilities. Multiple languages in addition to English are preferable.
  - J. The ENS should be backed up at various locations throughout the County to maintain continuity of operations.

### III. DATA INTEGRATION / MANAGEMENT

- A. The ENS must be able to utilize locally provided shape files for precise geo-coded mapping program.
- B. The ENS must be able to integrate telephone number (TN) extract information from user's telecommunications provider.
- C. The ENS must provide an easy to use public portal by way of webpage that allows individuals/organizations to provide contact information via multiple communication devices.
- D. The ENS/provider must geo-code information provided by Lake County (shape files for mapping and telephone numbers) in addition to information from the public portal registrations to ensure all aspects of information have been properly processed to ensure maximum accuracy and efficiency.
- E. The ENS/provider must "validate and scrub" all database information to ensure the ENS is up-to-date and accurate as possible.



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IV. CUSTOMER SUPPORT

- A. Training cost shall be included with the total price proposal – Submit options in regards to location, maximum number to train, time-frame during process and cost.
- B. Training can be scheduled by users when needed.
- C. The ENS must provide 24/7/365 live customer support. Support must include, but not limited to:
  - 1. Be able to launch messages remotely if user is unable to send or if facilities have been incapacitated.
  - 2. Assist in trouble-shooting issues with user.

V. SEVERE WEATHER NOTIFICATION MODULE

- A. The ENS must provide a weather notification module.
  - 1. Individuals/organizations can subscribe to the severe weather notification module via the public access web page.
  - 2. Weather notification module should be able to provide polygon warnings to subscribers as provided by the National Weather Service.

## EXHIBIT B Pricing Schedule

		<b>FIRM &amp; FINAL PROPOSAL</b> <b>Pre-empt PR 0257-10Rev.</b>		
<b>"Sensor and Telecommunication Solutions for a Dangerous World"</b>		Date 7/20/10 PROPOSAL PR0257-10Final		
Emergency Management Telecommunications, Inc. 445 Pineda Court Melbourne, Florida 32940 Phone 321-259-1137				
Propose To: Lake County 416 W. Main St. Tavares, FL 32778		Ship To: Lake County 416 W. Main St. Tavares, FL 32778		
PRODUCT	DESCRIPTION	QTY	RATE	EXTENSION
OutReach911	OutReach911 Public & Responder Notification System		Years	\$129,995.00
PyrAlert911	Geo-spatial Mapping & Push Button Activation	5		
Reliability	Hosted Systems Double and Triple Redundancy	5	Years	No Charge
UpData911	Website-Public registration for 27 languages , special needs, remote SMS & pop-ups	5	Years	No Charge
Weather Tracking	Automated Severe Weather Triggering of Alerts from NWS	5	Years	No Charge
Call CO Throttling	Call Center Buffering software minimize "forced busy" Real Time Status Feedback with IVR Entries	All Centers	Years	No Charge
IVR- Real Time	IVR and other Delivery Validation Techniques	5	Years	No Charge
E-mail & SMTP	SMTP Text E-mail w/ provider extension/ Reg. E-mail	Unlimited	Years	No Charge
NetCon911	Conferencing Demo System (Test Bed)	5	Years	No Charge
Tech Sup 24/7	Software/Hardware Engineering Support Electronic	5	Years	Included
Call Billing	Phone Calls \$.10/30 second; SMS \$.10/165 char.	Monthly	Years	As Used
SMS Billing	SMS \$.10/165 character msg plus Short Code	Monthly	Years	OPTION
StormTrek911	NWS Severe Warning & Tornado Polygons	5	Years	No Charge
BidData911	Geo-code & Automate Lake County Data Loading Daily	ALL	Years	No Charge
Training On Site	On-Site Training-15 Students/5 Admins/class per visit	1	\$3,995	Included
Impact Weather	Nexrad National Radar Tracking and Forecasting			No Charge
Automailer911	Automated Mailing Label Generator Module	5	Years	No Charge
SocialMedia911	Customized Twitter/Facebook Software	5	Years	No Charge
SchoolCall911	Student, Parent, Educator , Employee notification	5	Years	No Charge
	200,000 30 second calls per contract year, plus unlimited SMTP text.			
"Showcase" Features - No charge. Example: New Collaboration Network Trial				
Sub-total				\$129,995.00
Tax		Percent	0	\$0.00
Shipping & Handling				\$0.00
Total Due Products				\$129,995.00

Emergency Notification System Service Agreement



Proposal Options

CONTINUED

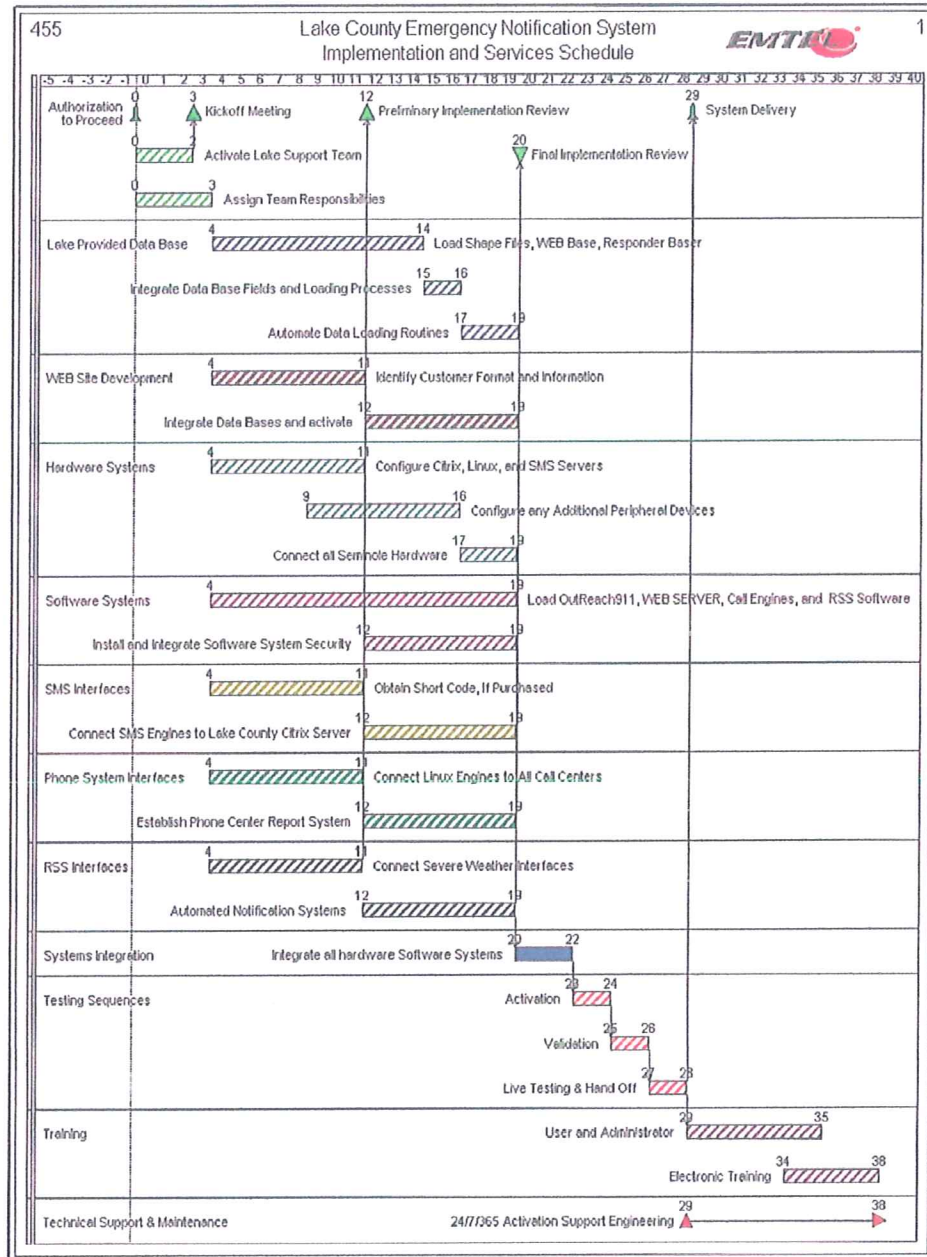
"Sensor and Telecommunication Solutions for a Dangerous World"

SERVICE	DESCRIPTION	QTY	RATE	EXTENSION
Mobile Server	ToughBook Fully Loaded PyrAlert/OutReach system	1	7,995	\$7,995.00
Prepaid Calls	Blocks of calls can be prepaid at discount pricing	50,000	0.08	\$4,000.00
Prepaid SMS	Blocks of SMS can be prepaid at discount pricing	50,000	0.08	\$4,000.00
LoTrak911	Airborne Alerting & Tracking System	1	19,995	\$19,995.00
Software Upgrade	Software/Hardware, Software Upgrades	1	Year	\$3,000.00
Software Consulting	Custom Software Design and Integration	1	Hour	\$150.00
SureCall911 Keys	Secure Access from any computer	1	Each	\$300.00
PopAlert911	Computer Instant Messaging-\$1.99 per computer/per mth	Monthly		TBD
AutoCon911 SW	Automated Phone Conferencing software-50 attendees - \$.20 per minute per attendee billed	1	Monthly	As Used
CallCast911	Turbo SMS (no SPAM) 2x speed with Short Code	1	Year	\$2,500.00
AutoTrain911	Electronic Training - OPTIONAL Per Class	1	Each	\$2,500.00
Subtotal Options				\$ -
Front Page Total				\$ 129,995.00
Options Total				\$ -
Proposal Options Total				\$ -
Tax			Percent 0.00	\$ -
Proposal Grand Total \$129,995.00 Plus any Additional Options				
Full Five (5) Year Contract Amount Prepaid				
Make all checks payable to: Emergency Management Telecommunications, Inc. If you have any questions concerning this Proposal, contact:				
Darlene Taylor Contracts Officer 445 Pineda Court, Melbourne, Florida 32940 Phone: 321.259.1137 FAX: 321.259.1121 E-mail: Dtaylor@emtel911.com			This Document is the Proprietary and Confidential Property of EMTEL, Inc. and is not to be transferred from addressee or copied without prior written consent of EMTEL, Inc. Pricing	

Emergency Notification System Service Agreement

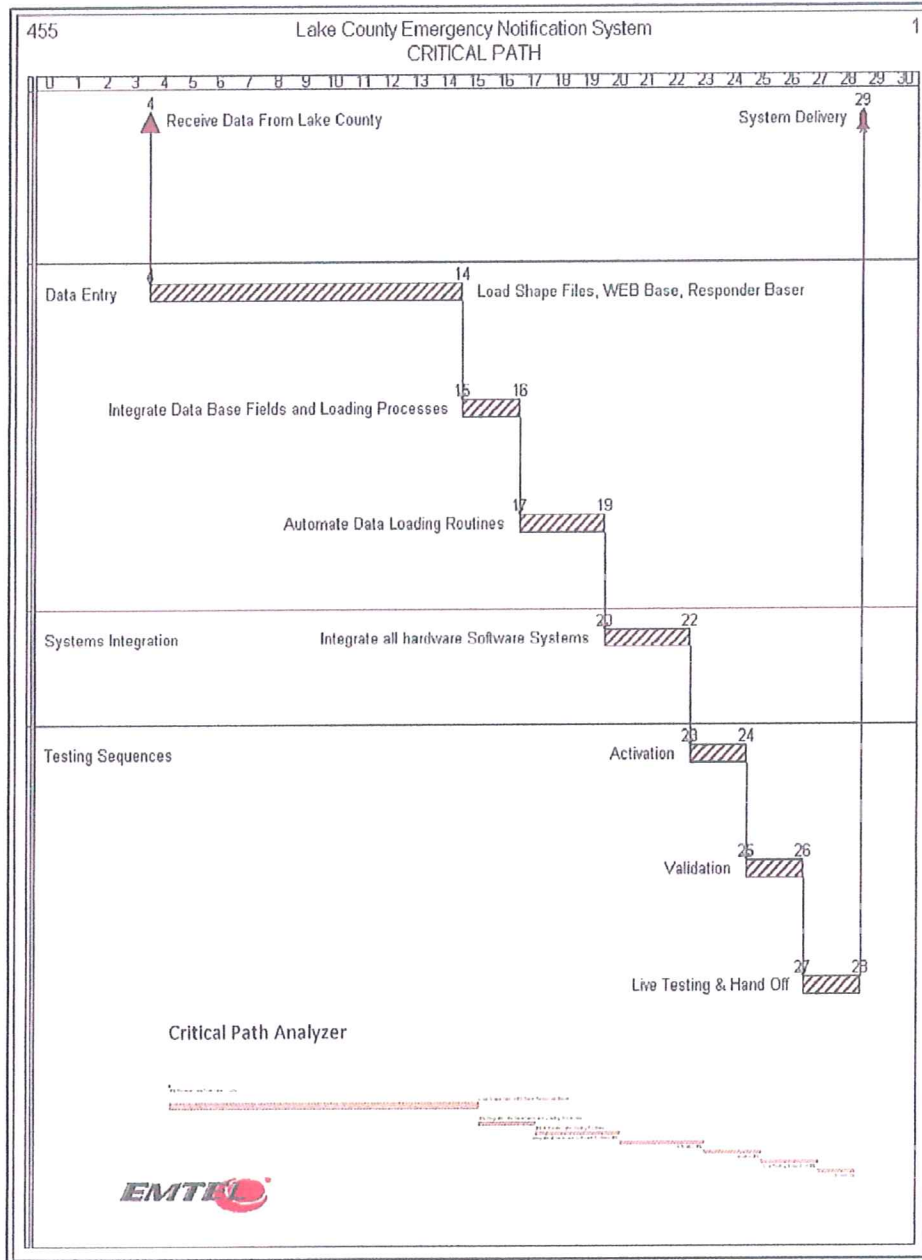
## EXHIBIT C Implementation and Services Schedule

### a) Implementation Schedule



Emergency Notification System Service Agreement

b). Critical Path



Emergency Notification System Service Agreement